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VIA EMAIL AND FEDERAL EXPRESS
[\(support@hydracup.com\)](mailto:support@hydracup.com)

Thomas Raymus
President
Hydra Cup
1433 Moffat Blvd., #13
Manteca, CA 95336

Re: BlenderBottle®'s Intellectual Property Rights
Our Ref.: BBCOM.058IS

Dear Mr. Raymus:

We represent Runway Blue, LLC and its exclusive licensee, Sundesa, LLC d/b/a BlenderBottle® Company, (collectively, "BlenderBottle®") in connection with certain of its intellectual property matters.

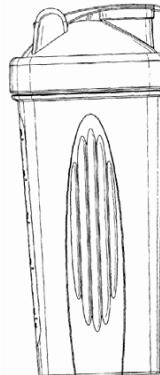
BlenderBottle® revolutionized the way supplements are mixed and consumed. Through the tireless efforts of its designers and engineers over nearly two decades, BlenderBottle® has pioneered innovative technology and path-breaking designs to create premium products that help simplify everyday life. Available in more than 90 countries worldwide and in over 60,000 retail locations, BlenderBottle®'s shaker bottles have become the go-to products for outdoor enthusiasts, gym goers, serious protein drinkers and more. Products embodying BlenderBottle®'s proprietary designs and technology have been lauded by consumers and the media, including *Good Morning America*, *Reader's Digest*, *Self*, the *Today Show*, *Men's Fitness*, and others.

Hydra Cup's Patent Infringement

BlenderBottle® protects its substantial investment in innovation and design from imitators with its intellectual property rights, including U.S. Patent No. 6,379,032 (the "'032 Patent"), U.S. Patent No. 9,492,024 (the "'024 Patent"), U.S. Patent No. 9,216,843 (the "'843 Patent"), U.S. Patent No 1,0165,877 (the "877 Patent"), U.S. Design Patent No. D510,235 (the "D235 Patent"), and U.S. Design Patent No. D697,798 (the "D798 Patent") (collectively, the "BlenderBottle® Patents") which are enclosed for your review. It has come to our attention that the Hydra Cup shaker bottles shown below infringe the BlenderBottle® Patents. BlenderBottle® takes infringement of its patent rights very seriously.

Under 35 U.S.C. § 271, any entity that, without permission, makes, uses, sells, offers to sell, or imports into the United States a product covered by any claim of a BlenderBottle® patent infringes BlenderBottle®'s patent rights. As shown in the comparison below, at least the following Hydra Cup shaker bottles shown below infringed the D235 Patent.

U.S. Design Patent No. D510,235:



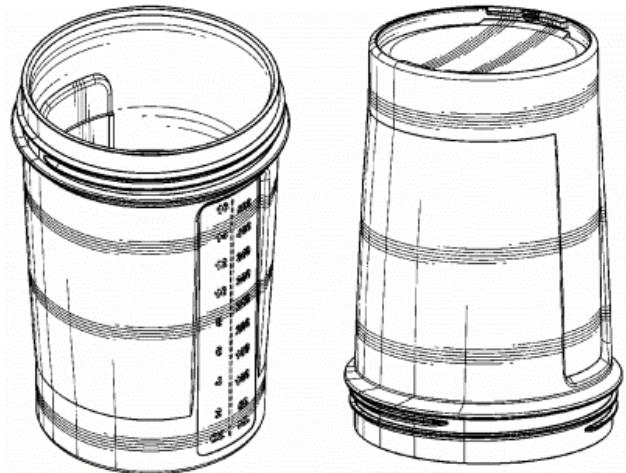
Infringing Hydra Cup Shaker Bottles:





As shown in the comparison below, at least the following Hydra Cup shaker bottles shown below infringe the D798 Patent.

U.S. Design Patent No. D798 Patent:



Infringing Hydra Cup Shaker Bottles:





The Federal Circuit has held that a design patent is infringed if the accused product looks substantially similar, in light of the existing prior art, to the patented design in the eyes of an ordinary observer. *Egyptian Goddess, Inc. v. Swisa, Inc.*, 543 F.3d 665, 682-83 (Fed. Cir. 2008). As can be seen in the side-by-side comparisons of representative figures from the D235 Patent and D798 Patent with the Hydra Cup shaker bottles, it is evident that the Hydra Cup shaker bottles are “substantially similar” to BlenderBottle®’s patented designs and, thus, infringe.

Further, at least the Hydra Cup shaker bottles shown below infringe at least claim 15 of BlenderBottle®’s ’032 Patent.



Further, at least Hydra Cup shaker bottles shown below infringe at least claim 1 of BlenderBottle®'s '024 Patent, claim 11 of BlenderBottle®'s '843 Patent, and claim 1 of BlenderBottle®'s '877 Patent.



Hydra Cup's Trade Dress Infringement

The designs of BlenderBottle®'s shaker bottle and agitator shown below revolutionized the industry and have become uniquely associated with BlenderBottle® and serve as BlenderBottle®'s trade dress. Examples of BlenderBottle®'s Bottle Trade Dress in comparison to the infringing Hydra Cup shaker bottles are shown below:

Bottle Trade Dress



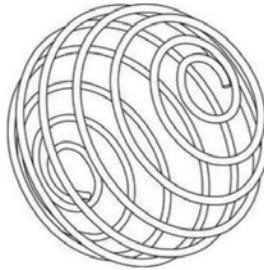
Infringing Hydra Cup Shaker Bottles:





Further, to protect its well-known trade dress, BlenderBottle owns United States Trademark Registration No. 6,245,626. A copy of the registration is enclosed for your review. Examples of BlenderBottle®'s Agitator Trade Dress in comparison to the infringing trade dresses are shown below:

Agitator Trade Dress



Infringing Hydra Cup Agitators:



Hydra Cup's shaker bottles use trade dresses that are confusingly similar to the Bottle Trade Dress. Further, the agitators Hydra Cup provides with certain shaker bottle products infringe the Agitator Trade Dress. This is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Hydra Cup's products with BlenderBottle®.

BlenderBottle® has an important duty to its customers and the public to protect the integrity of its brand and to ensure that customers and the public are not mistakenly confused as to the source of goods or services provided under its trade dress. Hydra Cup's use of the Bottle Trade Dress and Agitator Trade Dress will confuse consumers into believing that Hydra Cup is affiliated, connected, or sponsored by BlenderBottle®, when it is not. Hydra Cup's infringing use of BlenderBottle®'s trade dress rights will continue to confuse the relevant public and severely damage BlenderBottle®'s hard-earned reputation and goodwill.

BlenderBottle®'s Demands

BlenderBottle® demands that Hydra Cup immediately stop any further infringement of BlenderBottle®'s patent and trade dress rights and that Hydra Cup pay BlenderBottle® any and all damages in accordance with 35 U.S.C. §§ 284 and 289 and 15 U.S.C. § 1117 to compensate BlenderBottle® for its losses. In order to determine the amount of these damages, we further demand that you account to us for all sale and distribution of the infringing products (including all color variations & design variations that use the same overall shape), including the number of promotional units Hydra Cup has given away. Any further sales or distribution of the infringing products (including all color variations & design variations that use the same overall shape) will constitute additional evidence of willful infringement.

We request that you provide this information and confirm within **two weeks of the date of this letter** that you will fully comply with BlenderBottle®'s demands to cease infringing. Otherwise, we will advise our client to file a complaint for patent and trade dress infringement in a United States District Court.

Nothing in this letter shall be construed to constitute an express or implied waiver of any rights or remedies that BlenderBottle® may have or hereafter obtain in connection with this matter, all of which are hereby expressly reserved. In addition, this letter is not intended to be a complete recitation of the facts or causes of action relating to this matter.

Sincerely,



Nicole R. Townes

ENCLOSURES:

U.S. Patent No. 6,379,032
U.S. Patent No. 9,492,024
U.S. Patent No. 9,216,843
U.S. Patent No 1,0165,877
U.S. Design Patent No. D510,235
U.S. Design Patent No. D697,798
U.S. Trademark Registration No. 6,245,626